

1 WRIGHT, FINLAY & ZAK, LLP
2 Dana Jonathon Nitz, Esq.
3 Nevada Bar No. 0050
4 Yanxiong Li, Esq.
5 Nevada Bar No. 12807
6 7785 W. Sahara Ave., Ste. 200
7 Las Vegas, Nevada 89117
8 (702) 475-7964; Fax: (702) 946-1345
yli@wrightlegal.net

9 *Attorneys for Plaintiff, Deutsche Bank National Trust Company, formerly known as Bankers
10 Trust Company of California, N.A., as Trustee for American Home Mortgage Assets Trust 2006-
11 1*

12 **UNITED STATES DISTRICT COURT
13 DISTRICT OF NEVADA**

14 DEUTSCHE BANK NATIONAL TRUST
15 COMPANY, FORMERLY KNOWN AS
16 BANKERS TRUST COMPANY OF
17 CALIFORNIA, N.A., AS TRUSTEE FOR
18 AMERICAN HOME MORTGAGE ASSETS
19 TRUST 2006-1,

20 Plaintiff,
21 vs.

22 THUNDER PROPERTIES INC.; KERN &
23 ASSOCIATES, LTD.; DOE INDIVIDUALS I
24 through X, inclusive; and ROE
25 CORPORATIONS XI through XX, inclusive,

26 Defendants.

27 Case No.: 3:16-cv-00381-MMD-WGC

28 **STIPULATION AND ORDER FOR
DISMISSAL OF ACTION WITH
PREJUDICE**

29 Plaintiff, DEUTSCHE BANK NATIONAL TRUST COMPANY, FORMERLY
30 KNOWN AS BANKERS TRUST COMPANY OF CALIFORNIA, N.A., AS TRUSTEE FOR
31 AMERICAN HOME MORTGAGE ASSETS TRUST 2006-1 (“Deutsche Bank”), by and
32 through its attorneys of record, Dana Jonathon Nitz, Esq. and Yanxiong Li, Esq. of the law firm
33 of Wright, Finlay & Zak, LLP, and Defendant THUNDER PROPERTIES, INC. (“TPI”), by and
34 through their undersigned counsels, hereby stipulate and agree as follows:

35 WHEREAS the above-captioned action concerns a homeowner’s association non-
36 judicial foreclosure sale that occurred on or about June 18, 2014 (“HOA Sale”) involving

1 certain real property located in Washoe County, Nevada, commonly known as 100 Riverhaven
2 Place, Reno, Nevada 89509; A.P.N. 009-553-19 (“Property”);

3 WHEREAS as a result of the HOA Sale, TPI claimed title to the Property, purportedly
4 free and clear of Deutsche Bank’s interest as the record beneficiary of a Deed of Trust recorded
5 in the official records of the Washoe County Recorder’s Office on May 17, 2006 as Document
6 Number 3388538 (“Subject Deed of Trust”);

7 WHEREAS as a result of the HOA Sale, Kern & Associates collected proceeds in excess
8 of the HOA’s statutory lien in the amount of \$22,167.83 (the “Excess Proceeds”);

9 WHEREAS Deutsche Bank filed its Complaint on June 27, 2016 (the “Action”),
10 alleging several causes of action against TPI in connection with the HOA Sale and the Property
11 [ECF No. 1];

12 WHEREAS The undersigned Parties have now come to a resolution regarding their
13 respective claims and interest in the Property and the Excess Proceeds;

14 WHEREAS The undersigned Parties have, or will, execute a settlement agreement, the
15 terms of which are confidential, but under which Deutsche Bank agrees to relinquish its right,
16 title and interest in the Property for agreed-upon consideration;

17 WHEREAS TPI agrees to relinquish any right, title and interest in the Excess Proceeds;

18 WHEREAS All other claims asserted by or against any of the undersigned Parties hereto
19 shall be dismissed with prejudice;

20 WHEREAS Nothing in this Stipulation should be construed as intended to benefit any
21 other party not identified as the undersigned Parties hereto, and in particular, shall not constitute
22 a waiver or relinquishment of any claims by Deutsche Bank against the Borrower; and

23 WHEREAS Each Party shall bear its own fees and costs incurred in this litigation and
24 settlement.

25 **IT IS HEREBY STIPULATED AND AGREED** that claims asserted against TPI in
26 Deutsche Bank’s Complaint shall be dismissed **with prejudice**;

27 **IT IS FURTHER STIPULATED AND AGREED** that TPI hereby relinquish any right,
28 title and interest in the Excess Proceeds;

1 **IT IS FURTHER STIPULATED AND AGREED** that nothing in this Stipulation and
2 Order is intended to be, or will be, construed as an admission of the claims or defenses of the
3 Parties;

4 **IT IS FURTHER STIPULATED AND AGREED** that this Stipulation and Order is in
5 no way intended to impair the rights of Deutsche Bank (or any of its authorized agents, investors,
6 affiliates, predecessors, successors, and assigns) to pursue any and all remedies against the
7 Borrower, as defined in the Note, that Deutsche Bank (or any of its authorized servicers, agents,
8 investors, affiliates, predecessors, successors, and assigns) may have relating to the Note,
9 including the right to sue the Borrower for any deficiency judgment;

10 **IT IS FURTHER STIPULATED AND AGREED** that each Party shall bear its own
11 fees and costs incurred in this litigation and settlement.

12 **IT IS SO STIPULATED AND AGREED.**

14 WRIGHT, FINLAY & ZAK, LLP	15 ROGER P. CROTEAU & ASSOCIATES, 16 LTD. 17 <i>/s/ Yanxiong Li, Esq.</i> 18 Yanxiong Li, Esq. 19 Nevada Bar No. 12807 20 <i>Attorney for Plaintiff, Deutsche Bank National 21 Trust Company, formerly known as Bankers 22 Trust Company of California, N.A., as Trustee 23 for American Home Mortgage Assets Trust 24 2006-1</i>
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25 **ORDER**

26 Based on the foregoing Stipulation by and between the parties, and good cause
27 appearing, IT IS SO ORDERED.

28 Dated: January 28, 2019



UNITED STATES DISTRICT COURT JUDGE